

compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to such payments by RBI to KEB for legal services and costs. Each party hereto, other than the Parker Board, further covenants and agrees that he will not file an objection or other responsive pleading to any fee application filed by AWN, its successors and assigns, with the Bankruptcy Court with respect to fees for legal services rendered and costs incurred in connection with the representation of RBI prior to Closing by Mercer in his capacity as counsel to AWN.

5. L & G Legal Fees. All parties hereto agree that there is due and owing to L & G \$\_\_\_\_\_, representing legal fees and costs rendered during the RBI Chapter 11 Case prior to Confirmation, which are subject only to the approval of the Bankruptcy Court, to the approval nunc pro tunc by the Bankruptcy Court of RBI's employment of L & G as special counsel in substitution of Gerber & Linton, P.C. and to the terms of payment agreed upon by RBI and L & G. L & G agrees that on or before the sixteenth day after Closing, it will prepare and file an application for appointment nunc pro tunc as special counsel for RBI in substitution for Gerber & Linton, P.C. and a fee application for approval of the legal fees and costs so rendered. Each party hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any suit or action at law, equity, before the

Bankruptcy Court or otherwise against L & G, its successors and assigns, for the disgorgement or reimbursement of any payments made, prior to the Closing or at any time thereafter, by RBI to L & G, its successors and assigns, for legal services rendered and costs incurred in connection with its representation of RBI prior to Closing; nor will he institute, prosecute or in any way aid in the institution or prosecution of, any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to such payments by RBI to L & G for legal services and costs. Each party hereto further covenants and agrees that he will not file an objection or other responsive pleading to any fee application filed by L & G, its successors and assigns, with the Bankruptcy Court with respect to fees for legal services rendered and costs incurred in connection with its representation of RBI prior to Closing, nor to any application for appointment of L & G nunc pro tunc as special counsel for RBI in substitution of Gerber & Linton, P.C.

6. Fee Applications. All parties hereto agree that there neither AWN, KEB, Mercer, L & G, LGD, nor R & S are required by law to file a fee application for approval by the Bankruptcy Court of payments for legal services rendered or costs incurred by itself, in connection with its representation of RBI after Confirmation, without regard to whether such representation was

before the Bankruptcy Court or pertained to the RBI Chapter 11 Case or Adversary Proceeding. Each party hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any suit or action at law, equity, before the Bankruptcy Court or otherwise against any of the foregoing law firms, its successors and assigns, for the disgorgement or reimbursement of any payments made, prior to the Closing or at any time thereafter, by RBI to Mercer or any of the foregoing law firms, its successors and assigns, for legal services rendered and costs incurred, based upon the failure of Mercer or such law firm to file a fee application with respect to fees earned and costs incurred in connection with its representation of RBI after Confirmation; nor will he institute, prosecute or in any way aid in the institution or prosecution of, any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to the failure by Mercer or any of the foregoing law firms to file such fee petition. Each party hereto further covenants and agrees that he will not file an objection or other responsive pleading to any fee application filed by Mercer or any of the foregoing law firms, its successors and assigns, with the Bankruptcy Court (with respect to fees for legal services rendered and costs incurred in connection with its representation of RBI) based upon the failure of such law firm to file a fee

application with respect to fees earned and costs incurred in connection with its representation of RBI after Confirmation.

7. Approval of Professionals. All parties hereto agree that RBI was and is now not required by law to obtain the permission of the Bankruptcy Court to retain Mercer or the law firms of AWN, KEB, L & G, LGD, and R & S to perform legal services after Confirmation without regard to whether such representation was before the Bankruptcy Court or pertained to the RBI Chapter 11 Case or Adversary Proceeding. Each party hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any suit or action at law, equity, before the Bankruptcy Court or otherwise against Mercer or any of the foregoing law firms, its successors and assigns, for the disgorgement or reimbursement of any payments made, prior to the Closing or at any time thereafter, by RBI to Mercer or any of the foregoing law firms, its successors and assigns, for legal services rendered and costs incurred, based upon the failure of RBI to obtain the permission of the Bankruptcy Court to retain Mercer or such law firms to perform legal services after Confirmation; nor will he institute, prosecute or in any way aid in the institution or prosecution of, any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to the failure by RBI to obtain such permission

of the Bankruptcy Court. Each party hereto further covenants and agrees that he will not file an objection or other responsive pleading to any fee application filed by Mercer or any of the foregoing law firms, its successors and assigns, with the Bankruptcy Court (with respect to fees for legal services rendered and costs incurred in connection with its representation of RBI) based upon the failure of RBI to obtain the permission of the Bankruptcy Court to retain Mercer or such law firms to perform legal services after Confirmation.

8. R & S Fees. All parties agree that R & S may retain the Nine Thousand Dollars (\$9,000.00) of funds belonging to RBI which was paid by the Aurandt Board to R & S. In addition, RBI shall pay an additional Six Thousand Dollars (\$6,000.00), without interest, to R & S for legal services and costs rendered in connection with the Adversary Proceeding in five (5) monthly installments of Twelve Hundred Dollars (\$1,200.00) per month commencing at Closing.

9. Aurandt Legal Expenses. RBI shall pay Five Thousand Dollars (\$5,000.00) to LGD in payment of fees for legal services rendered to Aurandt. Payment shall be made in five (5) monthly installments of One Thousand Dollars (\$1,000.00) each which will commence one month after the date upon which the L & G legal fees set forth in Section 5 hereof have been paid in full in accordance with the terms agreed upon by RBI and L & G.

10. Partel Legal Expenses. All parties agree that all obligations incurred by Partel and/or Parker for legal services

rendered or costs incurred in connection with the Adversary Proceeding shall be paid by RBI under the Partel Contract.

11. Renewal of Partel Contract. All parties agree that the Partel Contract was automatically renewed pursuant to Section 1(b) thereof on January 1, 1992. In addition, all parties agree that the term of the Partel Contract shall be extended, pursuant to Section 1(a) thereof, so long as (a) the Subordinated Debt is subordinated to the Senior Debt pursuant to Section 1 of the Subordination Agreement, (b) the Subordinated Debt or any part thereof has been paid to Meridian Bank pursuant to Section 3 of the Subordination Agreement, and Partel has not been reimbursed by RBI for same, (c) the Subordinated Debt is collateral security for the payment of the Senior debt under Section 4 of the Subordination Agreement, (d) Partel has guaranteed all or part of the Principal Debtor's Liabilities to Bank under the Partel Limited Guaranty or otherwise or (e) the Pledged Stock of Partel is pledged to Meridian Bank as security for the Obligations under the Collateral Pledge Agreement. All parties further agree that the purported termination of the Partel Contract at the September Directors Meeting is hereby rescinded nunc pro tunc whether or not such termination was invalid. In addition, the Aurandt Board and the Parker Board shall each adopt and deliver to Parker, at Closing, resolutions rescinding the purported termination and ratifying and acknowledging the extension of the term of the Partel Contract under Sections 1(a) and 1(b) thereof as set forth

in this Section 11 hereof, in the form of Exhibit A hereto (the "Partel Contract Resolutions").

12. Loan Stock. The parties hereto agree that the Loan Stock issued to Partel pursuant to the Amended Plan, which shares were included in the shares represented by Certificate 1A as recorded in the Stock Ledger of RBI, was and is validly authorized and issued shares and that Partel is legally entitled to own said shares, subject to the Option. At Closing, the Aurandt Board and the Parker Board shall each adopt and deliver to Parker resolutions ratifying the issuance of the Loan Stock to Partel pursuant to Certificate 1A, in the form of Exhibit B attached hereto (the "Loan Stock Resolutions").

13. Adversary Proceeding. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions authorizing the withdrawal, with prejudice, of the Adversary Proceeding including RBI's Motion Pursuant to 11 U.S.C. §105, its Motion for Declaratory Judgment, and its Motion to Disgorge Counsel Fees, in the form of Exhibit C attached hereto (the "Adversary Proceeding Resolutions"). At Closing, Aurandt as President of RBI and Jack Linton as Secretary, and/or R&S as counsel for RBI, shall execute and file with the Bankruptcy Court, all documents necessary or conducive to withdrawing the Adversary Proceeding.

14. Parker Ratification. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions in the form of Exhibit D hereto, ratifying all actions taken prior to Closing by the Parker Board as the directors of RBI, by Parker as President

of RBI or as Executive Vice-President of RBI, by Mercer as Secretary of RBI and/or by the New Shareholders acting collectively as the shareholders of RBI (the "Parker Board Resolutions"), including without limitation:

(a) the issuance by Parker of the shares of New Common Stock to the RBI shareholders, as represented by Certificates 2-43 and as amended by Certificates 1A-50A, pursuant to the Amended Plan and the August '91 Resolutions;

(b) the call of the Special Shareholder Meeting by Parker and the granting of notice of the same by Parker;

(c) the actions taken by the New Shareholders at the Special Shareholders Meeting including the election of the Parker Board as the Board of Directors of RBI and the removal of the Aurandt Board;

(d) the election of Parker as President of RBI and Mercer as Secretary at the October Board Meeting;

(e) the execution by Parker as President of RBI and/or Mercer as Secretary of (or Counsel for) RBI of the Meridian Documents and all actions of the Parker Board authorizing the same;

(f) the call, notice and holding of the 1992 Shareholders Meeting by Parker;

(g) the actions taken by the New Shareholders at the 1992 Shareholders Meeting including the election of the Parker Board as the Board of Directors of RBI and the

approval of certain amendments to RBI's Articles of Incorporation; and

(h) the election of Parker as President of RBI and Mercer as Secretary at the February Board Meeting.

15. Mercer Ratification. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions, in the form of Exhibit D-1 hereto (the "Mercer Resolutions"), ratifying all actions taken prior to Closing by Mercer, Dubroff, AWN, KEB or any attorney associated with such firms in connection with the representation of RBI as legal counsel by such individuals and entities. Each party hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation against Mercer, Dubroff, AWN, its successors and assigns, and/or KEB, its successors and assigns, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to any matter or thing whatsoever from the beginning of the world to the date of Closing, including the following matters:

(a) the issuance of the October Opinion of Counsel and its delivery to Meridian Bank in connection with the Meridian Documents;

(b) the issuance of the December Opinion of Counsel;

(c) the issuance of the letter dated November 5, 1991

from Mercer to Parker re: Shares of New Common Stock to be issued to Henry N. Aurandt and related parties; and

(d) any acts or omissions alleged to have been committed by Mercer, AWN or KEB in RBI's Motion to Disgorge Fees filed with the Bankruptcy Court by R&S (under the authority of the Aurandt Board and/or certain Aurandt Officers) in connection with the Adversary Proceeding, including, but not limited to: (i) any alleged failure by Mercer to disclose to the Bankruptcy Court his representation of Parker; (ii) any alleged failure by Mercer to notify the Bankruptcy Court that within the Third Modification of the Fourth Amended Plan were new provisions which gave 6.25% of RBI Stock to Partel and Parker which stock dissolution would adversely effect all shareholders despite any alleged contrary certification by Mercer to the court; (iii) any alleged contacts by Mercer of various creditors of Aurandt; (iv) any alleged fees received by Mercer prior to or without submission of a fee application; and/or (v) any other alleged failure by Mercer to act in the best interest of RBI.

16. Aurandt Trust Shares. At Closing, the Parker Board shall adopt and deliver to Linton resolutions authorizing the issuance of Four Thousand Four Hundred Seventy-Seven (4,477) shares to the Aurandt Trust ("Aurandt Trust Resolutions"), in the form of Exhibit E hereto. In addition, at Closing, Parker as President of RBI shall execute and deliver to Meridian Bank a

Stock Certificate evidencing the same, which shall be issued in the name of the Aurandt Trust as pledgor and Meridian Bank as pledgee and shall contain the same legend as is set forth on Certificates 1A-50A of RBI's New Common Stock. A copy of said Certificate will be delivered to the Aurandt Trust at Closing. The Aurandt Trust, at Closing, shall execute and deliver to Parker the Limited Guaranty and Collateral Pledge Agreement required of all New Shareholders by Meridian Bank.

17. Warrant. At Closing, the Parker Board shall adopt and deliver to Linton resolutions, in the form of Exhibit F hereto, authorizing the issuance of Warrant (the "Warrant Resolutions") and Parker as President and Mercer as Secretary shall execute the Warrant on behalf of RBI and shall deliver the same to Meridian Bank. A copy of the Warrant shall be delivered to Aurandt and Mrs. Aurandt at Closing. Aurandt and Mrs. Aurandt agree to accept such changes in the form and terms of the Warrant as shall be required by Meridian Bank and to execute and deliver to Parker the Limited Guaranty and Collateral Pledge Agreement required by Meridian Bank.

18. RBI - Parker Releases. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions, in the form of Exhibit H hereto (the "Parker Releases Resolutions"), authorizing RBI to release Partel, Parker, each member of the Parker Board, Mercer, KEB, AWN, Allen B. Dubroff, Pincus Dubroff, Pincus Reich, Barbara Williamson, Linda Hendrickson, and George Mattmiller of all claims of RBI against such individuals or entities in the

forms attached hereto as Exhibits I through W (the "RBI-Parker Releases"). Further, at Closing, Aurandt as President of RBI and Linton as Secretary shall execute and deliver to Parker the RBI-Parker Releases.

19. RBI - Aurandt Releases. At Closing, the Parker Board shall adopt and deliver to Linton resolutions in the form of Exhibit X hereto (the "Aurandt Releases Resolutions"), authorizing RBI to release Linton, Aurandt, Mrs. Aurandt, each member of the Aurandt Board (including Clymer and Parker), L&G, LGD, R&S, and STV of all claims of RBI against such individuals or entities in the forms attached hereto as Exhibits Y through GG (the "RBI-Aurandt Release"). Further, at Closing, Parker as President of RBI and Mercer as Secretary shall execute and deliver to Linton the RBI-Aurandt Releases.

20. STV - Parker Releases and Aurandt Covenant. At Closing, the STV Board shall adopt and deliver to Parker resolutions in the form of Exhibit HH hereto (the "STV-Parker Resolutions"), authorizing STV to release RBI, Partel, Parker, each member of the Parker Board, Mercer, KEB, AWN, Allen B. Dubroff, Pincus Dubroff, Pincus Reich, Barbara Williamson, Linda Hendrickson and George Mattmiller of all claims of STV against such individuals or entities in the forms attached hereto as Exhibits II through XX (the "STV-Parker Releases"). Further, at Closing, Aurandt as President of STV and Linton as Secretary of STV shall execute and deliver to Parker the STV-Parker Releases.

Aurandt hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have against RBI, Partel, Parker, each member of the Parker Board, Mercer, AWN, KEB, Barbara Williamson, Linda Hendrickson, and/or George Mattmiller for, on account of, arising out of, by reason of, or in any manner relating to STV, relating to any actions taken prior to Closing by Parker as President or director of STV, relating to Aurandt's ownership of shares of stock in STV, or relating to any office Aurandt holds or may have held in STV, from the beginning of the world to the date of Closing.

At Closing, Mike Parker and Linda Hendrickson shall each resign as President and Director of STV, effective the day before their respective purported election<sup>5</sup> to those offices. Notwithstanding these resignations, all parties hereto agree that the voting of the STV shares in RBI at the Special Shareholders Meeting and at the 1992 Shareholders Meeting by Mike Parker was valid and a duly authorized action on behalf of STV.

21. RBI Release I. At Closing, Aurandt shall execute and deliver to Parker the Release of RBI in the form of Exhibit YY hereto ("RBI Release I").

22. RBI Release II. At Closing, Mrs. Aurandt shall execute

and deliver to Parker the Release of RBI in the form of Exhibit ZZ hereto ("RBI Release II").

23. RBI Release III. At Closing, the Aurandt Trust shall execute and deliver to Parker the Release of RBI in the form of Exhibit AAA hereto ("RBI Release III").

24. RBI Release IV. At Closing, R & S shall execute and deliver to Parker the Release of RBI in the form of Exhibit BBB hereto ("RBI Release IV"), and the Board of Directors of R & S shall adopt and deliver to Parker resolutions authorizing the execution of the RBI Release IV in the form of Exhibit CCC hereto (the "R & S Release Resolutions").

25. RBI Release V. At Closing, Linton, L & G and LGD shall execute and deliver to Parker the Release of RBI from all claims other than claims for the payment of fees for legal services rendered or costs incurred in the representation of RBI, in the form of Exhibit DDD hereto ("RBI Release V").

26. RBI Release VI. At Closing, Mercer, Awn and KEB shall execute and deliver to Parker the Release of RBI from all claims other than claims for the payment of fees for legal services rendered or costs incurred in the representation of RBI, in the form of Exhibit EEE hereto ("RBI Release VI").

27. Aurandt Settlement Resolutions and Resignations. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the Aurandt Officers or deemed by the Aurandt Officers to be necessary or

conducive to the performance of the terms of this Agreement, in the form of Exhibit FFF attached hereto (the "Aurandt Settlement Resolutions"). In addition, at Closing, Linton, as Secretary of RBI, shall execute and deliver to Parker a certification of all resolutions required to be adopted by the Aurandt Board pursuant to this Agreement and a certificate of incumbency regarding the Aurandt Officers. In addition, at Closing, all members of the Aurandt Board (other than Parker and Clymer) shall resign as members of the Board of Directors of RBI effective at Closing and all other Aurandt Officers (other than Parker) shall resign from their respective offices effective at Closing. All Aurandt Officers shall deliver their written resignations to Parker at Closing.

28. STV Settlement Resolutions. At Closing, the STV Board shall adopt and deliver to Parker resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the officers of STV or deemed by the officers of STV to be necessary or conducive to the performance of the terms of this Agreement, in the form of Exhibit GGG attached hereto (the "STV Settlement Resolutions"). In addition, at Closing, Linton, as Secretary of STV, shall execute and deliver to Parker a certification of all resolutions required to be adopted by the STV Board pursuant to this Agreement and a certificate of incumbency regarding the STV Board and all officers of STV.

29. Parker Settlement Resolutions. At Closing, the Parker Board shall adopt and deliver to Linton resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the Parker Officers or deemed by the Parker Officers to be necessary or conducive to the performance of the terms of this Agreement, in the form of Exhibit HHH attached hereto (the "Parker Settlement Resolutions"). In addition, at Closing, Mercer as Secretary of RBI shall execute and deliver to Linton a certification of all resolutions required to be adopted by the Parker Board pursuant to this Agreement and a certificate of incumbency regarding the Parker Officers.

30. Warranties.

(a) Each of the parties hereto represents and warrants that:

(i) This Agreement has been duly and validly executed by such party hereto and constitutes a valid legally binding agreement of such party and is enforceable against him in accordance with its terms (subject to the approval of the Bankruptcy Court); and

(ii) The performance of this Agreement and the consummation of the transactions contemplated herein, upon the approval of the Bankruptcy Court, will not result in any breach or violation of any order, rule, or regulation of any court or governmental agency or body having jurisdiction over such party or any of his activities or properties; or any statute, indenture,

mortgage, deed of trust, lease, loan agreement or instrument to which such party is a party or by which he is bound, or to which his property is subject;

(b) Each of the parties hereto which is an entity, further represents and warrants that:

(i) Such entity, if a corporation, is a duly and validly organized and existing corporation in good standing under the laws of the Commonwealth of Pennsylvania (or in the case of Partel, the State of Washington) with full corporate power to carry on its business, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction wherein the nature of its activities or of its properties owned or leased makes such qualification necessary;

(ii) The board of directors of such entity (if a corporation), or the general partners of such entity (if a partnership), or other applicable and appropriate officers (if entity is neither) have duly approved this Agreement and the transactions contemplated hereby and have authorized the execution and delivery of this Agreement.

(c) Parker, Linton and Aurandt each represent and warrant that he has authority to execute this Agreement on behalf of the Parker Parties, Linton Parties and Aurandt Parties, respectively.

(d) This Agreement shall be executed on behalf of RBI by the appropriate Aurandt Officers and the appropriate Parker Officers and shall be approved by both the Aurandt Board and by the Parker Board. In connection therewith Aurandt and Linton represent and warrant that the Aurandt officers executing this Agreement are authorized by the Aurandt Board to do so on behalf of RBI and that Linton, Aurandt, Mrs. Aurandt, Parker and Clymer are the only members of the Aurandt Board. Parker represents and warrants that the Parker Officers executing this Agreement are authorized by the Parker Board to do so on behalf of RBI and that Parker, Clymer, Cohen, McCracken and Rose are the only members of the Parker Board.

(e) This Agreement shall be executed on behalf of STV by Aurandt as President, and Linton as Secretary and shall be approved by Linton and Aurandt, as the board of directors (the "STV Board"). In connection therewith, Aurandt warrants that he and Linton hold the offices set forth after their names, that they are authorized by the STV Board to execute this Agreement and any documents signed pursuant thereto, and that Linton and Aurandt are the only members of such Board.

(f) The foregoing representations and warranties shall survive Closing and the consummation of the transactions contemplated by this Agreement notwithstanding any investigation made heretofore or hereafter by any party.

31. Approval of Bankruptcy Court. This Agreement and the transactions contemplated hereunder are conditioned upon approval of this Agreement by final order of the Bankruptcy Court. All parties shall be available for testimony at the hearings held by the Bankruptcy Court on approval of this Agreement, if required by the Court or deemed necessary by Parker, Linton, or Aurandt. All parties hereto submit to the jurisdiction of the Bankruptcy Court and the U.S. District Court for the Eastern District of Pennsylvania.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

33. Assignment. This Agreement shall not be assigned by any party.

34. Notices. All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing, shall be given either by personal delivery, by U.S. First Class mail, Express Mail, or telegraph, and shall be deemed to have been given or made when personally delivered or when dispatched in the mail, or by telegraph, addressed as follows:

- (i) For Parker, Partel, Mercer, Clymer, Cohen, McCracken, Rose, Parker Board, Parker Officers, Krusen Evans & Byrne, AWN, and for Parker Parties:

Mike Parker  
22720 S.E. 410th Street  
Enumclaw, WA 98022

with a copy to:  
H. Marvin Mercer, III, Esquire  
Krusen Evans & Byrne  
1100 The Curtis Center  
601 Walnut Street  
Philadelphia, PA 19106

- (ii) For Linton, Aurandt, Mrs. Aurandt, Aurandt Board, Aurandt Officers, LG, LGD, Aurandt Parties, R & S, Aurandt Pension Plan, and for STV:

Jack Linton, Esquire  
Linton, Giannascoli & Dorko  
519 Walnut Street  
P.O. Box 461  
Reading, PA 19603

Dr. and Mrs. Henry N. Aurandt  
9 Covington Court  
Hilton Head Island, SC 29928

Raymond Schlegel, Esquire  
Roland & Schlegel, P.C.  
627 N. Fourth Street  
P.O. Box 902  
Reading, PA 19603-0902

35. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any and all prior agreements between the parties relating to the subject matter hereof.

36. Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. Waiver of Provisions. The terms, covenants, representations, warranties or conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at anytime or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver

by any party of any condition, or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

38. Indemnification by Aurandt. Aurandt and Mrs. Aurandt shall and hereby agree to hold harmless Partel, Parker, Mercer, Parker Officers, Linton, KEB and/or AWN at all times from and after the date of this Agreement against and in respect to any damages, hereinafter defined. Damages, as used herein, shall include any claim, action, loss, cost, expense, liability, penalty, or damage, including, without limitation counsel fees, and other costs and expenses incurred in investigation or in attempting to avoid the same or oppose the imposition thereof, resulting to such parties from breach or default in performance by Aurandt, Mrs. Aurandt or the Aurandt Parties of any of the obligations which are to be performed by Aurandt, Mrs. Aurandt or the Aurandt Parties hereunder.

39. Expenses. The parties will pay their own expenses incurred by them in connection with and arising out of this Agreement and the transactions contemplated hereby.

40. Governing Law. This Agreement and all disputes relating thereto shall be governed by the laws of the Commonwealth of Pennsylvania.



Agreement is conditioned upon the concurrent performance and closing of the Massey Settlement Agreement and of the Voting Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Attest:

Jack Linton, Esquire  
Secretary

Attest:

H. Marvin Mercer, III, Esquire  
Secretary

Attest:

Witness

Attest:

Joseph McCaslin  
Witness

READING BROADCASTING, INC.

By:

Henry N. Aurandt, M.D.  
President  
Reading Broadcasting, Inc.

READING BROADCASTING, INC.

By:

Mike Parker  
President

KRUSEN EVANS & BYRNE

By:

ASTOR WEISS & NEWMAN

By: A B Dubroff

Attest:

PARTEL, INC.

[Signature]

By [Signature]  
Mike Parker  
President

[Signature]  
Witness

[Signature]  
Mike Parker

[Signature]  
Witness

[Signature]  
H. Marvin Mercer, III,  
Esquire

Witness

Robert Clymer, M.D.

[Signature]  
Witness

[Signature]  
Rev. Frank McCracken

Witness

Meyer C. Rose, Judge

[Signature]  
Witness

[Signature]  
Irvin Cohen

Witness

Jack Linton, Esquire

Witness

Henry N. Aurandt, M.D.

Witness

Helen N. Aurandt

Attest:

PARTEL, INC.

By:

Mike Parker  
President

Witness

Mike Parker

Witness

H. Marvin Mercer, III,  
Esquire

Witness

*R. H. Clymer*

*R. H. Clymer*  
Robert Clymer, M.D.

Witness

Rev. Frank McCracken

Witness

Meyer C. Rose, Judge

Witness

Irvin Cohen

Witness

Jack Linton, Esquire

Witness

Henry N. Aurandt, M.D.

Witness

Helen N. Aurandt